

**Berlin Education Association, NHEA/NEA v. Berlin Board of Education**, Decision No. 2014-083 (Case No. E-0154-1).

The Union claimed that the District breached the parties' collective bargaining agreement (CBA) in violation of RSA 273-A:5, I (h) when it required a teacher to give a reason for emergency leave. Although the teacher was allowed to take emergency leave in October, the District subsequently required that he provide a reason despite the CBA language allowing the District to ask for a reason only if leave was taken during the first or last week of any semester or on the first day after any holiday. The District countered that it applied the CBA consistent with the parties' established understanding and usage of the term "semester," which the District defined as a "marking period or quarter, not the dictionary definition of one half of the school year." The District also moved to dismiss on the grounds that: 1) the PELRB lacked jurisdiction because the issue was subject to final and binding arbitration; and 2) the complaint was barred by the six month statute of limitations set forth in RSA 273-A:6, VII.

The PELRB could not find with "positive assurance" that the CBA was not susceptible of an interpretation that covered the dispute. The District's motion to dismiss for lack of jurisdiction was granted because the dispute was arbitrable and the parties' CBA provided for final and binding arbitration.

***Disclaimer: This summary is intended to provide a brief description of the issues in this case and the outcome. The summary is not a substitute for the decision, should not be relied upon in place of the decision, and should not be cited as controlling or relevant authority in PELRB proceedings or other proceedings.***